

Estates upon Condition

Mortgage, No. I.

Of Estates upon Conditions.

An estate upon condition is one which depends upon some uncertain event by which it may be created enlarged, or defeated. (2 Bl 152. Co L. 211.)

Of two sorts; 1. Estate upon condition implied, 2^d upon condition expressed; under which last division are estates holden in pledge. (2 Bl 152.)

1. Estates upon condition implied, are those in which some condition is imposed from the choice and nature of the estate itself though not expressed. (F. Grant of an office - Condition implied that the office shall only continue if accepted, if not accepted it is forfeited. (2 Bl 152. Co L. 348.)

As it is a condition implied annexed to every estate that the owner shall be not incompatible with the estate, which by the law of descent for life or years expressed or implied in fee. his estate is forfeited. (2 Bl 153. Co L. 215.)

Distinction between an express condition

in deed and a condition which is called a condition in law - "Sic ut non. Nisi. Utile" are words of condition in law - "as long as" "so long as" "provided" are words of condition in deed.

2 R. 135. 4 R. 4. Little S. 380. 3 R. 4.

If the qualification or express is a limitation, on the contingency's happening the estate ceases immediately and of course without any act of him who is not in expectancy. (2 R. 135. 3 R. 4.)

But if an estate is strictly or express in deed the law presumes an express condition unless the grantor by his words or signs takes advantage of the words of the condition by entire or claiming. (2 R. 135. Little S. 380.)

If however strict words of condition are used, still if on breach of the condition the estate is limited over to a third person, the qualification is not a condition. For if a condition the estate could be avoided only by the grantor or his representatives, so that the remainder might be defeated by their neglect. Grant to a heir on condition that in one year he marry.

Heir is condition here limited, is a condition.

Of Estates upon Condition

Whereas in an indenture to A. Esq. ^{testator} devise to
 his at last in condition, remain in possession
 of the land that 100. In 100. 100.

If a lease is made to A. for life or years
 upon condition that he shall pay to B.
 actual value is not necessary to entitle
 him to reversion. See 100. 100. 100.
 See 100.

The condition which entitles the reversion
 in possession, is sufficient.

Where a lease is made to A. for a term
 shall not expire 100. formerly void
 100. 100. 8. 100. 100. 100. 100. 100.

If a lease is made to A. for life or years
 with condition that his heirs shall not
 assign it is good. void. void. void. void.
 and the purpose of assigning clauses against
 the estate (100. 100. 100.) (100. 100.) that
 it is good.

If one holding an estate for life or years
 on condition, that he shall not assign,
 attempts to assign by a deed which proves
 to be absolutely void for want of regularity.
 the estate shall not forfeit. (100. 100.) For there
 is no assignment, & therefore, no breach.

of Estates upon Condition.

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A proviso, or condition, that if Lessee be
somed bankrupt, Lessee may enter, is good
against the assignees.

2. H. 135. 8. H. 61. 6 H. 684 2. H. 217

Lessee of a proviso, that it shall not be taken
in execution against Lessee, seem (seem -
at law)

If an express condition subsequent, annexed
to an estate, be impossible at its creation;
the estate is affected in the tenant. & must
be void, unless granted marriage and
issue. So if it become impossible by the act
of God, the estate becomes absolute. Ex. an
action, that grantee marry within a year of
person who afterwards dies within the
year, or whom he should have married
1st y. & first co. dies before 2nd y. & 2nd y. grantee
cannot take adv. of an impossibility created by himself.

+ If a wife is
sued, & it is
found void, can
have no legal
claim. & cannot
be bound, & must
be set aside. And a
cond. right im-
possibility is void,
ab initio.

subsequent
As if a condition be against law or be
repugnant to the nature of the estate; the
condition is void, and the estate absolute.
As condition, that grantee shall be a priest, or that
grantee in fee should shall not a license
conditions, in these cases, void (2. H. 217)
In y. 1st co. y. 1st is void, can have no effect in
y. 1st co. right created by contract. And in y. 1st
co. y. 1st is void - by any contract, y. 1st
y. 1st essential nature of int. granted, it void.

Of Estates upon Condition.

But if a condition precedent is unlawful or impossible, the condition being void, the estate is also void. For it depends on the condition, and therefore, no title can vest till it is performed. But an impossible act cannot be performed, and the performance of an unlawful act can confer no right.
 2 Bl. 17. Co L. 206.

vid. Contracts.

2017-10.

The performance of a condition is matter in fact and provable by parol evidence. (Pow. 54. B. Carnac. 69. Plays. 20.) Ex. payment of a debt, secured by mortgage

Under the head of estates, separable, whose condition subsequent, of all estates holder in fee (2 Bl. 184)

There are of two kinds

1. Quam, videtur, living, de. 10, (i.e.) an estate granted to a freeholder to hold, the rents, and profits, shall pay the debt (C. 2. 17. Co L. 205.

In this case, the estate grant seems void and the estate reverting, as soon as the debt is paid (Pow. M. 3. 4)

of Estates upon Condition

Is called living pledge, for the
pledge survives the debt and, on the dis-
charge of it, reverts or reverts to the
grantor, the rector (2 Bl. 134 Co. L. 205.
Bond m. 4.

2. Mortgage is a pledge, where the pledge,

or

Mortgage

A mortgage is ^{defined} an estate granted by a
solder to his creditor with condition that if
+ or, accordingly to condn grantor ~~in mortgage~~ pays the debt, or a
certain day, he may re-ent; or that the grant
ee shall re-ent; or that the grant
shall become void (2 Bl. 134 Co. L. 205.
lett. § 332. Co. L. 205.

This definition does not include all cases for such a grant
made by way of ^{grantee} indemnity to ~~the~~ where there is no existing
debt between parties - is a mortgage. Ex. To a county, a mortgage.

post, 13.

on his putting
up condn

Recovery is not necessary to ^{revert} grant
Mortgagee's right, but more safe; since
his right would rest on grant estate.
Hence, they will derive a recovery.

Called dead pledge because if Mortga-
gee fails to pay at the day, his estate, ~~the~~
is forever gone, at once, without a possi-
bility of recovery (2 Bl. 134 Co. L. 13. 18.
1 Bl. 134 arg. Co. L. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 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Of Mortgages

9.

p. 17, 21.

As soon as the estate is created, Mortgage
may take possession; though liable to the
disposal of the performance of the condition,
by payment at the day; for the lender's title
rests in him immutably, though defeasible.
~~See, at 108 (L. R. 108, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)~~

But the usual practice is, in Mortgages
to remain in possession till the day of pay-
ment (L. R. 108) - (frequently longer)

+ in form of a mortgage

Distinct from a Common Law, between
a grant, made⁺ to secure a gift or gra-
tuitous and one made to secure a re-
course⁺ to the lender's money, the latter case, tender,
of the money at the day discharges mort-
gagor's liens only, and leaves the mortgagee's
title; + in the former, it discharges not only
the lien, but also the personal obligation,
the whole obligation.

+ but does not
discharge 4. title.
It discharges 4.
but however, if
not retained, it
may be in his hands.
(L. R. 378, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)

For a lender discharges the estate; he also pa-
ces have no claim, except on the ground
of a title, or personal obligation; but there is
none of this kind. (L. R. 378, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)

How considered in Equity -

At Common Law, if the condition ~~was~~ is not strictly performed, the land vests ~~also~~ ^{absolutely} in the Mortgagee, ut ante (Pow. 131) So that an estate of great value, might be lost for a trifling consideration. - See Pow. 134-27.

The consequence of this harshness on Mortgagees was a contest between the Courts of Law and of Equity. The former construed the condition strictly, the latter considered the transaction as a mere personal contract for the purpose of the loan, on which and the Mortgagee as a security for the performance of this personal contract (Pow. 134, 140) - Hence, in equity, the Mortgagee ^{was} considered as the actual owner of the land & business of personal notwithstanding.

The Court of Chancery finally prevailed - Since which the jurisdiction of mortgages has been ascribed almost exclusively in Equity, ^(Pow. 134, 140) where the debt is, esteemed the Principal, and the loan, ^{as the} ~~pleaded~~ ^{pleaded} merely as the incident. So that, ^{whenever} ~~whenever~~ the debt is paid, ^{the} ~~the~~ interest of the Mortgagee terminates, and he becomes ~~as to his legal estate, a~~ ^{as to his legal estate, a} trustee for the Mortgagee. (Pow. 141, 151, 155) And a Court of equity will compel him vice to release to him.

ant. 24.

+ (tho' after forfeiture),

pu - 28.

post, 28.

Thy equitable right after forfeiture, is called the equity of redemption, and known only to the law of equity. (Paw 150 249)

But ~~still~~ until redemption, or satisfaction, the mortgagee's interest, ~~con-~~
sists, even in equity, so far as to entitle him, to the ^{the profits of the} profits. (Paw 159, 160, 198)

It follows from this view of the subject, that ~~there~~ a Mortgage is not such an alienation, as alters any ^{voluntary} previous disposition - so far, as such disposition is, necessarily, affected by it.

post 28. 87.

+ Antiquy of settlements.

Turner's Case, 22. 58.

A. makes a voluntary conveyance by way of family settlement, and of ^{some} mortgaged the estate. The Mortgage is collected: still the issue is entitled to the estate in equity, on paying the debt. (Paw 15 17 1 Horn 182. 342 2d. 2. 2d. Ray. 28. 2 B. M. 612. Shaw 1. 156 1. 160. 416.) If y. would had been an absolute conveyance for value; y. first w. had been entirely defeated.

Lew 153, 152.

If a devise is made to A. of land, afterwards mortgaged to B. the Mortgagee's redemption is displaced in equity, pro-
tanto only, tho' total at law. Ergo, Devisee may ^{in equity} redeem. (Paw 2. 616. 618 349 3 B. M. 400. Paw 15. 17. 1 Horn 182. 342. 2d. 2. 2d. Ray. 28. 2 B. M. 612. Shaw 1. 156 1. 160. 416.) If y. would had been an absolute conveyance for value; y. first w. had been entirely defeated.

Now considered in Equity

and it makes no difference, as to this point, whether the provision for redemption is in the same deed, or in a separate instrument. (Pond 2^d 2^d 2^d Term 84 Term 2. 683

or with an agreement, at the time, to make the co-tenance absolute, on failure of payment, if Mortgagee, will, in such a case, be liable, after the sale - to pay the balance.

(See 43rd 2^d 2^d Term 588 2^d Term 585 1st Term 186.) - (For the principle see last page,

But an agreement that in case of a sale of the equity, the Mortgagee shall have the right of the co-tenancy, would be good. (Pond 2^d 2^d 2^d Term 589, 24

+ Otherwise, not could be all this in the same deed.

225 2^d 2^d 2^d Term

3. a subsequent agreement for an absolute sale, made by the parties, after the sale, of the equity, with the release of the equity, of redemption, with an agreement by Mortgagee, to recovery, on certain conditions. Here, Mortgagee, is not bound to recovery, unless, Mortgagee strictly perform the conditions. (Pond 2^d 2^d 2^d Term 583. 2^d 2^d 2^d Term 588. 2^d 2^d 2^d Term 589. 2^d 2^d 2^d Term 590. 2^d 2^d 2^d Term 591. 2^d 2^d 2^d Term 592. 2^d 2^d 2^d Term 593. 2^d 2^d 2^d Term 594. 2^d 2^d 2^d Term 595. 2^d 2^d 2^d Term 596. 2^d 2^d 2^d Term 597. 2^d 2^d 2^d Term 598. 2^d 2^d 2^d Term 599. 2^d 2^d 2^d Term 600. 2^d 2^d 2^d Term 601. 2^d 2^d 2^d Term 602. 2^d 2^d 2^d Term 603. 2^d 2^d 2^d Term 604. 2^d 2^d 2^d Term 605. 2^d 2^d 2^d Term 606. 2^d 2^d 2^d Term 607. 2^d 2^d 2^d Term 608. 2^d 2^d 2^d Term 609. 2^d 2^d 2^d Term 610. 2^d 2^d 2^d Term 611. 2^d 2^d 2^d Term 612. 2^d 2^d 2^d Term 613. 2^d 2^d 2^d Term 614. 2^d 2^d 2^d Term 615. 2^d 2^d 2^d Term 616. 2^d 2^d 2^d Term 617. 2^d 2^d 2^d Term 618. 2^d 2^d 2^d Term 619. 2^d 2^d 2^d Term 620. 2^d 2^d 2^d Term 621. 2^d 2^d 2^d Term 622. 2^d 2^d 2^d Term 623. 2^d 2^d 2^d Term 624. 2^d 2^d 2^d Term 625. 2^d 2^d 2^d Term 626. 2^d 2^d 2^d Term 627. 2^d 2^d 2^d Term 628. 2^d 2^d 2^d Term 629. 2^d 2^d 2^d Term 630. 2^d 2^d 2^d Term 631. 2^d 2^d 2^d Term 632. 2^d 2^d 2^d Term 633. 2^d 2^d 2^d Term 634. 2^d 2^d 2^d Term 635. 2^d 2^d 2^d Term 636. 2^d 2^d 2^d Term 637. 2^d 2^d 2^d Term 638. 2^d 2^d 2^d Term 639. 2^d 2^d 2^d Term 640. 2^d 2^d 2^d Term 641. 2^d 2^d 2^d Term 642. 2^d 2^d 2^d Term 643. 2^d 2^d 2^d Term 644. 2^d 2^d 2^d Term 645. 2^d 2^d 2^d Term 646. 2^d 2^d 2^d Term 647. 2^d 2^d 2^d Term 648. 2^d 2^d 2^d Term 649. 2^d 2^d 2^d Term 650. 2^d 2^d 2^d Term 651. 2^d 2^d 2^d Term 652. 2^d 2^d 2^d Term 653. 2^d 2^d 2^d Term 654. 2^d 2^d 2^d Term 655. 2^d 2^d 2^d Term 656. 2^d 2^d 2^d Term 657. 2^d 2^d 2^d Term 658. 2^d 2^d 2^d Term 659. 2^d 2^d 2^d Term 660. 2^d 2^d 2^d Term 661. 2^d 2^d 2^d Term 662. 2^d 2^d 2^d Term 663. 2^d 2^d 2^d Term 664. 2^d 2^d 2^d Term 665. 2^d 2^d 2^d Term 666. 2^d 2^d 2^d Term 667. 2^d 2^d 2^d Term 668. 2^d 2^d 2^d Term 669. 2^d 2^d 2^d Term 670. 2^d 2^d 2^d Term 671. 2^d 2^d 2^d Term 672. 2^d 2^d 2^d Term 673. 2^d 2^d 2^d Term 674. 2^d 2^d 2^d Term 675. 2^d 2^d 2^d Term 676. 2^d 2^d 2^d Term 677. 2^d 2^d 2^d Term 678. 2^d 2^d 2^d Term 679. 2^d 2^d 2^d Term 680. 2^d 2^d 2^d Term 681. 2^d 2^d 2^d Term 682. 2^d 2^d 2^d Term 683. 2^d 2^d 2^d Term 684. 2^d 2^d 2^d Term 685. 2^d 2^d 2^d Term 686. 2^d 2^d 2^d Term 687. 2^d 2^d 2^d Term 688. 2^d 2^d 2^d Term 689. 2^d 2^d 2^d Term 690. 2^d 2^d 2^d Term 691. 2^d 2^d 2^d Term 692. 2^d 2^d 2^d Term 693. 2^d 2^d 2^d Term 694. 2^d 2^d 2^d Term 695. 2^d 2^d 2^d Term 696. 2^d 2^d 2^d Term 697. 2^d 2^d 2^d Term 698. 2^d 2^d 2^d Term 699. 2^d 2^d 2^d Term 700. 2^d 2^d 2^d Term 701. 2^d 2^d 2^d Term 702. 2^d 2^d 2^d Term 703. 2^d 2^d 2^d Term 704. 2^d 2^d 2^d Term 705. 2^d 2^d 2^d Term 706. 2^d 2^d 2^d Term 707. 2^d 2^d 2^d Term 708. 2^d 2^d 2^d Term 709. 2^d 2^d 2^d Term 710. 2^d 2^d 2^d Term 711. 2^d 2^d 2^d Term 712. 2^d 2^d 2^d Term 713. 2^d 2^d 2^d Term 714. 2^d 2^d 2^d Term 715. 2^d 2^d 2^d Term 716. 2^d 2^d 2^d Term 717. 2^d 2^d 2^d Term 718. 2^d 2^d 2^d Term 719. 2^d 2^d 2^d Term 720. 2^d 2^d 2^d Term 721. 2^d 2^d 2^d Term 722. 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ante. 6. 7.

+ usually to yr. confd.

How considered in Equity
 Carol. instance is, admitting to prove
 payment of the debt on the Mortgage
 job. It seems, the Mortgage interest
 the loan may be repeated by parol
 evor. or. For when the debt is re-
 changed, his interest, or in Statute of
 13th of Edward the 1st.

And it has been proven the debt, parol
 evidence of his recollections and acts
 is permitted to prove the fact. R. Take
 back your writings, I shall require you ^{the debt}
 to be 13. 6. (Bartholomew) - For the debt
 is proved, is not a contract or agreement for
 the conveyance of an int. in land, & a retention
 of interest in land.

(But a parol agreement between co-
 mortgagors that the whole charge should
 be paid by part on the land of one of
 them, is within the statute of frauds
 & void.) (Bartholomew)

If a loan is assigned to third to raise
 payment of the rent and profits of
 payment of debt. Portions and no loan
 is shown, there is no charge, still it
 is sufficient to raise the loan,
 rather may mortgage or even sell - Value
 of debt. It can be paid, or if Settle
 it is paid, out of the rent or only
 on the 13. 6. 13. 6. 13. 6. 13. 6.

Of the Interest of the Mortgagee 17.
in the premises mortgaged.

note, p.

When a mortgage is created, Mortgagee must enter. Legal title in him though defeasible. (See 66-1-11, 82, 93, 98)

Now, if there is an agreement that Mortgagee shall remain in possession for such a time. Then he is tenant for years. But an agreement that he shall continue in possession for no fixed period, leaves him a tenant at will. (See 66-1-11, 82, 93, 98)
[Reason of Tenant at will in Mortgage]

Mortgagee, with ^{without any express agreement,} in possession is tenant at will - He has the right of possession, (and even before the due of payment) and is not at law, a tenant at will - though, in some respects, he differs from such a tenant. (See 66-1-11, 82, 93, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)

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 year to year. (3
 East 449)

Hence, he may be sued in ejectment without notice to quit. (See 66-1-11, 82, 93, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)

Estates 4. 44. 5. tenancy from year to year, must have notice. R. in Ch. it. major + 2 Con. R. 445. tenancy from year to year, without any notice. (2 Con. R. 1. That mortgage - This decision, I regard, as a manifest violation of principle. R. in Ch. it. he is entitled to 6 m^o notice. (2 Idoms. R. 70-46. 180.) like a tenant from year to year off a lease.

Mortgagor's Interest 19.

But "I also, on other hand,
Mortgagee may treat such lease as his
tenant, and by giving notice, may
compel the lessee to pay him all rent arrears,
as all owe before, as well as after the no-
tice but not to pay what he has ⁺ since
paid to Mortgagee (Pow 68 & 10th 656
Comp 666. See also

p. 11-22.

+ before notice,

Mortgagee, when sued in, is defendant by
part, 115. 20. Mortgagee cannot allege a title in the
third person to defeat Mortgagee.

Title by lease, 6.

Ejectment, 72.

Statute (12th 101. 10th 111. Pow 109, 2nd 109
300)
Even if Mortgagee's lease is put in issue
in an action by Mortgagee, (1. 10th 100. See also
1. 10th 101) - it cannot deny mort's right to lease.

Each lease's title is good against Mort-
gagor, and all strangers - for Mortgagee
is estopped to deny ^{lessee's} interest, and as
against strangers, a leasehold possession
is sufficient. - But he may sue a stran-
ger in trespass, and may recover it
from Mortgagee. (Pow 101 10th 109. See 314

See in chap.

22.

Montaigne's Interest 43

+ (as regards y.^e
sub. in y.^e sub.)

as the Mortgages issued in Equi-
ty, are ^{now} to ~~some~~ ^{some} ~~be~~ ^{be} ~~at~~ ^{at} ~~and~~ ^{and} ~~as~~ ^{as}
the best security for the ~~same~~ ^{same} mortgages.
S. B. 1848

Post, 23.

The Mortgagee's right is ^{considered} merely as a
qualified interest, a security ^{time} or line
 for the debt. - Hence it is a liability in

to it, as a rec-
ord;

[illegible]

५०५, ५५५.

But if Marjaga is in a tribe community
wants Barbaric will you see immigra-
tion in favor of Marjaga; and
this even where the tribe immigra-
tion for years, only 1. look, 23, 60 75.

Of the Interest of the Mortgage 21.
in the mortgage premises

This interest ^{is to be} considered at 4 per cent:-

1. Before the execution of the deed, and the forfeiture:
2. After forfeiture, and before he takes possession:
3. After he takes possession, on the execution of Mortgage:
4. After forfeiture. (if default)

* in yr land mortgth,

Oct 7. 1838

ante, 11.

Hence the affirmation of the debt,
(by the bank), harm his interest, though
he do not affirm the Mortgage deed.
Decided in Connecticut, 1838.

Page 358. 1. 11. 1838. Page 453-4. 1. Post, 248)
In the debt is principal, the security, the
incident. And nothing remains in this, to
be secured. by yr mortgage, after yr assignment of yr
debt.

Hence, as, he cannot, before Concordia,
do any act of power which will
injure, or encumber, Mortgage's right.

Yr Mortgage being a bill to redeem on
payment. Where, that Mortgage has
left the land and that the term,
has not expired. Defence insufficient.

See 73. 1. 11. C. 810.

Being Mortgage might favor the
agent a redemption, without foreclosure.

The Lord Chancellor said, however
in the last case that first was might
loan so years before foreclosure or to
bind Mortgage, to bind an agent
of the land owner might. (See 93)

To regularly, in equity, mortgage even in
ye loan before foreclosure, justly made
Liable to an indemnity, the note and in
at one (Page 453. 1. 11. C. 810. 3. 11. 1838)

Montague's Interest

If a Mortgage be made of an estate to which, Montague, has no title and afterwards the true owner conveys to Montague, (or his representatives), the Mortgage, in equity will have the benefit of the last conveyance - a gift on the old stock.

note 10.

contracts, 23.

1 Sav. 94. 2 Conn. 11. - vide B.B. 466.
 If a grant to his rep^t be so consid^d, an
 est^d then are bound liable, for y^e mortg^d debt?
 In. Shas he, having no assets, by assent? -
 (doubt not, I think)

Has renewal of
 1 Sav. 94. 2 Conn. 11.
 from y^e re-
 versioner.

If Mortgage of a term procure a new
 one, & the expiration of the old, they
 will be (a trust for Montague, & co)
redeemable - 1 Sav. 94. 8. (y^e B. & C. 432).
 The new one being regarded as a continuation of y^e
 old one.

Montague in possession not bound to
 spend money right for necessary re-
 pairs. (1 Sav. 94. 3. 2 Conn. 11. 8.)

(2. 5-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-25

2 perfection (2. 11. 25. 100 99. 100
Pr. 10 99. 5. 2. 11. 18. com.

So, of a forfeiture afterwards, (in favour of
her remainder man or reverser), by Montga-
gor in popery. T. By waste
not so in case of forfeiture to the Crown
for treason &c. (Pow. 11.)

for the King takes no interest the
officer has. He has no pre-existing right, as ye
don't mean to have.

The Senate has taken up the case, on Monday next.
With the legal state however stated as in Law
which is a commonwealth, it can be assumed that
the court will review the case.

Of the Equity of Redemption
and who may
claim it

ante, 12.

The equitable interest ^{arising} in
Mortgagee, after forfeiture, ^{is the equity}
of redemption - (Pow. 14. 5. 156.) ~~This arises~~
This arises, upon forfeiture.

+ after forfeiture,

ante, 11.

The interest is also a ^{whole} trust; for the
legal title is in Mortgagee, who is
considered as trustee, ^{or ex parte} for Mortgagee, of
the ~~equity~~ ^{equity} of redemption, after foreclosure.
(Pow. 14. 5. 156. 2. 157. 158. 159. 160.)

ante, 12.

* (So far, as it is
inconsistent with his
claim); yet,
& thus become a
legal title.

As Mortgagee may, at any season, be
time, ^{in equity} ~~redeem~~ ^{paying} the debt &
interest; so may any person, ^{claiming}
an interest under him in the
land. E. A. makes a voluntary deed
to B. and afterwards mortgages to C. --
Though the deed is ^{first} ~~first~~ ^{pro tanto} against
C. it is good against A. (Eg. C. 12. 315. 1). Tho' he cannot hold, ^{of}
C, without redeeming.

So if Mortgagee becomes a bankrupt; his
assignees may redeem (Pow. 158. 159. 160.)

Of the Equity of Redemption 31.
and who may claim it.

If a mortgaged estate comes to an infant,
in guardian's hands, without the direction
of a Court of Equity, still the profits to
discharge the debt. (Civ. 11. 12. Cr. 22. 134)

post, 52-3.

The widow of a mortgagor, if she have a jointure
in the lands, may redeem - and
though her jointure is only on part of the
mortg^d, she may redeem the whole. This
rule relates to a jointure made after
mortgage - 11 Per 191.

(If before, it ~~relates to~~ ^{takes priority of} the mortgage.)

Be though it is settled upon her, after Mar-
riage (Per 12. 24-2. 1 Per 33. 192.
10 E. 2. 219.) *

+ If she joined
in the mortgage
and her husband
paid it off, she
may 25/13; &
- post, 53. 34.

And in this case, if she pay more than
a third, ~~the debt~~ she and her heirs
shall hold against the mortg^{or}.
If she did not join,
the debt is not discharged.

~~the debt is not discharged~~ she is not
bound to pay ^{financially} any part of the debt
(Civ. 313. 317. 1. 2. 3. 24. 1 Per 191.)

as between herself and the heirs; ~~the debt~~
but will hold, till y^e whole sum, advanced by her,
is repaid.

of the equity of Redemption and 23.

Who may claim it -

~~The land is not to the mortgagee and of his wife~~

A subsequent incumbrance may
arise if ~~the first inc.~~ P. A. mortgage
to B. and then to C. - C. may redeem if
B. for he has an interest in A. in
the land (as in England may a judg-
ment creditor of a mortgagor for his pro-
port is a lien on the land as against
mortgagor) (P. 114 & 194 of B. & C. 10.
4 Nov 52 & Nov 663. Relator in C.)

subject.
A mortgagee, a creditor, relative to mortga-
gor remains; mortgagor, his heir or devisee or
assignee may redeem of him. For he has
not the whole ^{beneficial} interest, ~~it~~ (but mort-
gagor has the whole residuary equity). The mortgagee
creditor has only an incumbrance.

ante, 14.

A mortgagor may redeem even after a sale
of his equity of redemption if the
lease appears from circumstances to
have been made upon a secret trust for
his benefit. E. Where it appeared that the
delt. was very small compared with
the value of the estate. P. 114, 120 of B. & C.

Of the Equity of Prescription
and who shall claim it.

If there be tenant for life with power
of reversion in fee of an equity of
prescription, they are to pay proportion-
ally, in borrowing what years
have 120

is tenant for life (see law 2)

ante, 31.

He is then, his up part of he is obliged to pay the whole.

Vid. Cruise, tit. 15.

C. 4. § 51. Sh. tit. 2. c. 1.

J. 41. 1. Pro. 1. Pro.

R. 208. 215. 1. Ver. j. 233.

y. those in rem must

repay y. whole - ten

for life keeping down

y. int. - See below

may have their proportions

as tenants (see law 120. #

1. Sh. tit. 2. c. 1. § 51.

For a tenant for life, he

may have his proportions

tenant for life shall bear 2/3 of the

bill. [Introduction # 3.35]

0.5.125

As to the mortgage money is paya-
ble on a mortgage, not arising.

As in rem trust against the tenor

or in trust against the tenor

or in trust against the tenor

or in trust against the tenor

or in trust against the tenor

or in trust against the tenor

or in trust against the tenor

one who may claim it.

And in England, the Mortgage, ~~reversion~~, dependent on the redemption of a Mortgage for years, is legal ap^{er}ty, and the creditor may have judgment against the heir, with ap^{er}ty execution, till the reversion comes into possession. For tenant in fee mortgage for 99 years. Or a tenant for 99 years mortgage for 99 years. In this last case, ^{through} the ap^{er}ty are personal, and in the executor's hands. (Cant. 35 to 36. 11 Hen. 4. 10. 11. 12. 13. 14.) ~~But see~~ The action therefore, must be ag^t him, & not ag^t the heir.

Put in these cases, judgment is of ap^{er}ty, ~~reversion~~ ^{reversion}. ~~Reversion~~ of course cannot be hit, consequently, the heir is not the reversion. They must wait till it falls. (Cant. 35 & 36. 11 Hen. 4. 10. 11. 12. 13. 14.)

The equity of redemption is seizable by judgment of ap^{er}ty (Cant. 35. 11 Hen. 4. 10. 11. 12. 13. 14.) And the debt, in this case, are to be paid, before the estate comes into possession, but are equity, and so conveyable ap^{er}ty. (Cant. 35. 11 Hen. 4. 10. 11. 12. 13. 14.)

Formerly this distinction was taken, offering Mortgages were conveyed to one, for payment of debt, generally, in ap^{er}ty, conveyable: But the debt was made conveyable ap^{er}ty more seizable: he being supposed to take reversion. (Cant. 35. 11 Hen. 4. 10. 11. 12. 13. 14.)

Of the Equity of Redemption
and who may claim it

^{now otherwise} The executor is but
a naked trustee in this case; & the
~~the executor is but a naked trustee in this case; & the~~
equity remaining, thus devised to him, is
equitable interest of the testator's estate.

It is said by Maitland Lord-Keeper that if
debts are due for payment of
Simple Contract debt, and legacies,
the debt should have no preference.
Because the will of the testator alone
makes the land liable; and the creditor
takes no preference.

(See 130. 2. Hen. 2. 2. By. & a 371.)

And see also vide ca. & contra (2. Ch. 248
& 2. Hen. 2. 2. By. & a 375) that a man ought
to be just, before he is beneficial.

+ who have no lien
upon it;

Though regularly, debt have no priority
where the fund is an equitable one, yet a secured Mortgage shall have his
debt out of the equity of redemption,
in preference to other creditors. His
interest is but an equity, (the legal in-
terest being in the fund (Mortgage) for
in right is, ^{specific} lien, which Chancery will
not take away. (See 130. 1. Hen. 2.)

Of the equity of Redemption
and what may be claimed.

71.

If Mortgagor ~~after~~ to redeem on pay-
ment, if he cannot get aside the Mort-
gage, at law. Chancery will not incumber
him in this alteration. If he would
have equity, he must do equity. He must
either proceed ^{to redeem} or abandon his bill before he
attempt an avoidance of the Mortgage at
law. (2 Vern 536)

best 118.

So, also, if Mortgagor, having previously at-
tempted to avoid the Mortgage at law,
afterwards applies to redeem; Mortgagor
allows against him, all his cost and
expenses ⁱⁿ the trial at law. Pow. 37, 47.
2 Vern 536.

Same rules hold ag. mort's heir, claiming
by descent. (Pow. 139, 140. 2 Vern. 207. 1 K. 245. 2
Eq. Ca. 325.) Ex. p. 42. &c.

Though Mortgage cannot compel Mort-
gagor to redeem, before the day of payment;
yet, in case of a hard bargain on
Mortgagor he will be permitted in equity
to redeem, before that time. & Where by
the increased value of the land the
rents and profits will satisfy the debt
long before the day of payment.
(Pow. 139. 9. 1 Vern. 232. 183. 394.) Writ, in
aid of it.

If before he strikes against George
you & your family I shall send
the best of mine, like this over to ^{any} dearer
friend. (Nov. 1897. New York Post p. 67)

of the Equity of Redemption, and
who may claim it

A purchaser of Mortgages, ^{interest} shall hold
the land against Mortgagor and his heirs,
for the ^{whole} sum due, though he gave less: so,
for that sum ~~due~~ only, though he gave
more. (Pow. 146. 1. 1 Mem. 336. 464. 476.
Salt? 155. 4. 3. Rep. Ch. 23.

+ (if he gave less
2/4 of debt-)

But as against subsequent incumbrances,
on condition, he shall hold ~~the first case~~
for what he gave only. For a creditor has
as high an equity, ^(as if he must receive, but p. 146) as a purchaser, and
taking the gain of the latter to supply the
loss of the former, ^{is distinguishing justice to both.} ~~making both equal.~~
~~Neither less.~~ (Pow. 141. 2. 1 Mem. 464. 476.
2. Mem. 353. 1. Pa. C. A. 330. 3. Salt? 155. 4. 3. Rep.
- which case, 2/4 of debt. - See p. 146, principle. It seems like taking one person's right, to give
another (a stranger), a 1/4.

Pow. 141. 2. 2 Mem.
353. 155. 47. 475.
129. 141. 142. 331. 1.
See 155.

So, if there are several incumbrances,
and the heir of Mortgagor purchases the
first Mortgage; this first incumbrance
shall not stand in the way of subse-
quent incumbrances, for any more
than the heir gave - (i.e. they may redeem
of him for what he gave. ^{in case of redemption})
May not the heir then redeem of the
subsequent incumbrances for the same
price, together with his cost? ~~the cost~~

of the Equity of Redemption
and who may claim it

General rule: If the heir, trustee, executor, or agent of Mortgagor purchases in ^{his} Mortgage, or sells, (as in the last case) at a Discount, (See 140 Horn. 335 49 - See 140 Horn. 335, 2 A. L. J. 41) and Mortgagor's executor, or agent his trustee, shall have the advantage of the discount. ^{See 140 Horn.} Subject to the same equity, as Mortgagor whom they represent.

But if a stranger, or even Mortgagor's heir, or trustee, purchases and incumbrance to protect others, which he has self sold, he shall be allowed the whole money due tho' he bought for less. (See 143 Horn. 49.)

The equity being equal, the Equity little prevails. (See Packings) Not a mere volunteer; purchaser for his own security. (But see case from the case, in Principles drops the above case of a volunteer purchaser.)

of the Equity of Redemption 47.
and who may claim the

+ vid. 45 p. 16 note.

If the assignee of a mortgage has a bond
held, so that the same equity against
mortgagee (and his heirs, &c.) ^{as a bill to redeem} is ^{the} same
as a bond. See 145-6. 3. Ch. C. 244.

If the money on a bond were lent first,
and then a mortgage made, mortgagee
would have the same equity as above, as
to both debts. See 145-6. 3. Ch. C. 244.

How and where the mortgagee or
his representative, is plaintiff in equity,
on a bill to redeem, that Court will carry
the debt beyond the penalty of the principal
and interest owed it. He must be
equity or Chancery will not interfere.
The Court does not alter the contract, but
only represents the position as an investor.
See 146-7. 3. Ch. C. 244. 3. Atk. 518.

See 3 Atk. 32. 435. See 154.
See if Mortgagee is plaintiff debt.
(See 146-7. 3. Atk. 518. See 154). The rea-
son of distinction is the same, as if p. 45 let.

of the Equity of Redemption and 49
who may claim the

Fr. 663

to hold y^e land, for 1000 debt

+ Vol. 45, as to note

to hold it, and for the land
to be sold at a public sale, (see also)

that there may be violation of a contract, by
 lapse of time ^{after the mortgage} ~~after the mortgage~~ ^{deed} in page 4. But
 length of possession by Mortgagee after for-
 feiture is not a matter of substance, a bar to
 Mortgagee's right of redemption.
 Mortgagee is ^{being} within the Statute of Limita-
 tions (Rev. 148) in case between mortgagee & mortgage
^{or his representatives.}
 For possession of Mortgage as such, is not
 adverse.

* 15 years in Con.
Wet. Con. 254.

But still the Court of Chancery as far
imitates" the Statute, as to consider 2
years' ~~it is connected by equity~~
between, by mortgage, after forfeiture
as, prima facie, a bar to mortgagee's
right & Statute 21 from ~~that Statute~~
Cw. 48, 60. 1. 89 & 2. 315. 3. 3. 2. 1844.
2. 212. 315. Feb. Ch. 1844.
Presumption that mortgagee has abandoned
his right of redemption & lends
~~to~~ The difficulty of making up the
having in a period
account of an additional debt.
(Cw. 48, 60. 1. 89 & 2. 315. 3. 3. 2. 1844.)

Of the Rights of Redemption
and otherwise therein

Part 1. 2.

It is a well known principle of law
that where the mortgagee has paid
the money in a certain year,
on the day he has in any year
the length of the mortgage term
shall be the same as the term of the
mortgage for the purpose of equity -
Monteag, or his heirs, or assigns
shall be bound to pay the mortgage
(Law 1565. Ch. 1. § 33. 1891. 27
2. Nov. 1891. 3. 1891. 363. 4. 1891. 363)

Any act of Monteag by which he
has recognized the mortgage is right
of redemption within 2 years (or in case)
will prevent him from ^{presumptive} receiving
the money in case the mortgage
should be foreclosed - He is not dis-
tinct & not to foreclose - So Monteag is
having acted within the time, to be
have the equity of redemption -
(Law 1565. Ch. 1. § 33. 1891. 27. 3.
2. 1891. 363. 4. 1891. 363. (Comp. 52)

The Equity of Redemption
and the Right of Redemption

58

There is no bar, if the mortgagee
has redeemed. (See Vol. 2, p. 114)

Mortgagee, if in possession, is not
liable to be evicted. See Vol. 2, p. 114

Statute, 21 Hen. 8, c. 10, relating to
the mortgage of her estate of inheritance,
where he is guilty of a fraud in con-
cealing prior encumbrances, and
gives an absolute estate to the mortgagee.
(See Vol. 2, p. 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)

The second mortgage of the same land
is considered as a mortgage of the land
not of the equity of redemption. If
it were, Mortgagee could not redeem the
first, but he had redeemed the second.

Of a devise of land, &c.

The intent of Montague, that
Montague, is devideable, and the
 devise may have a word for gradatim
 Pro. 156. 1 Ch. 23.

For as much as I hold, that the whole
 of Montague's interest in a Mortgage
 in fee Ex parte, would not pass in a
 devise under the word, "all my Mortgages,"
 but that devise would have at most an
 estate for life only. For the Mortgagee's
 interest was then deemed a fee Simple
 and the words are not such as are
 required to carry a fee. It was indeed
 questioned whether they would carry
 an estate for life. (Pro. 156. 1 Ch.
 23. 157. 158.)

But now considerably, the Mortgagee's in-
 terest being deemed a charge only, the
whole of it would pass under such
words, (Pro. 157. 1 Ch. 23. 158.) as in a devise
of land, carrying only an estate for life.

Devise of Lands mortgaged.

Devise by Mortgagor of money due on a Mortgage does not it is said, carry ^{the} interest, due at testator's death. "But I secured to me by a Mortgage" - the intent seems to be to convey a sum certain, not uncertain.

Part 46-7 Bernard 257 2. att. 113.

Supp. if the devise were of all things money, due to me "or" of such a debt secured &c. - would it int. pass in such ca?

Re Whether Mortgagor's interest will pass under a devise, not attested according to the Statute of "Lands in England or our Statute of devise."

Seems it will. "Hence expressly lands and tenements," are the words in the English Statute; "Real Estate" in ours. (Stat. C. 25. Part 4. 1. 1.)

2. Our 4th. 6. shows 68-89. Part 4. 1. 35.
3. Med. 260. This int. is nothing & one, nor 4th,
other.

of priority, of incumbrance, and
of backing prior and subsequent
incumbrances. -

If there are several mortgages, or incumbrances, on the same estate, priority, take place according to the date of the deed, or ^{deed, or lien.} ~~incumbrance~~. The first is preferred to the second, the second to the third, &c.

in this respect, mortgages stand on the same footing, in England, with leases, statutes, and recognizances encumbering the land. (Paw 181-191.)

(1 Bro. P.C. 666. 2 Bro. 324-1 Bro. C.C. 142-5
2 Bro. 81. 3 Bro. 474. Falt. 68. Barnard. 57)
Qui prior est tempore potior est iure.
(Paw 182-183.)

But this priority ^{may} ~~is~~ under some circumstances be reversed, and a prior incumbrance ^{be} ~~be~~ postponed to a subsequent one. This happens ^{when} the prior has been given of any fraud, or neglect, affecting the interest of ~~the latter~~. (Paw 183-184 2 Bro. 19.
Paw 183-184 3 Bro. 380 1 Bro. 362. 1 Bro. 185.)

+ a subsequent incumbrance.

+ not an intermediate incumbrance

When ^a subsequent incumbrance purchases the legal estate, to protect his ^{own} ~~own~~ (Paw 191-5 1 Bro. 188 3 Bro. 873
1 Bro. 185) - this latter ground is called backing post 400

Priority of Incumbrances - B

note, p. 1.

See Contract, 13. 14.

II. If first Mortgagee, by fraud or negligence, conceals his mortgage to incumbrances another, & loans money on the same security, the latter ^{by doing} gives priority. (Per 1803, Barnard 13. 14. 15. 16. 17. 18.)
 If Mortgagee is present, when a second Mortgagee is given, a second Mortgagee is given, and makes no objection. (Per 1803, Barnard 13. 14. 15. 16. 17. 18.)

So, if first Mortgagee is intentionally negligent, in concealing his mortgage to another, and thereby giving the contents, does not inform, the latter will give priority. (Per 1803, Barnard 13. 14. 15. 16. 17. 18.)

And said, that the latter shall be presumed to know the contents, and that, therefore, the first Mortgagee ^{usually} in this case, loses his priority, unless he proves the contrary. (Per 1803, Barnard 13. 14. 15. 16. 17. 18.)

Lord Mansfield and Thurlow, contra. (Per 1803, Barnard 13. 14. 15. 16. 17. 18.)

So, if first Mortgagee is guilty of neglect, in consequence of which another is encouraged to advance money on the same security, first postponed.

Priority of incumbrances 52

A First Mortgage in England leaves the title deeds in Mortgagee's possession who makes a second mortgage and delivers them to second mortgagee.

~~However~~ The rule would not hold in such a case, but in Engl. for the town-registers not the title-deeds are the deeds and the deeds are conveyed to third persons.

(where one of two persons must suffer by the neglect of one of them) Engl. 1847
1. Rev. 362. 1 Term. 136 2. 547. 280. 1 R. 135.
262. 262. 2 Vent. 337.

Pledging the title-deeds, in England, creates a lien on the land - (1 R. Ch 269. 2. 486) for money lent & entered in Chancery by counter-claiming a sum in Engl. in the name of the land especially as to a purchase without notice of its pledge - (or perhaps, even without notice).

If one who is about to lend money on a Mortgage-security, applies to a former Mortgagee, to know if he has a Mortgage of the land and the latter denies the debt, how does he priority; provided he has a Mortgage, at the time of applying for information, informs, that he is about to lend money to the Mortgagee (Rev. 47. 9. 2. Nov. 554.

Priority of Insurance 85

III. Though, where several equitably
interests affect the same estate, those ^{regularly}
have priority, according to the periods
at which they commenced; (ante page 57)

+ (or, of giving
credit), for he w.
then, not have
equal eqy. w. 2d.
second:

Seems if he had noticed at the time of
lending; but notice at the time of lending
the mortgage, is not material.
(See 100. 231. 232. 1. Perm. 188. 2. Perm. 374.
5. Perm. 375). For he has then ^{already} made 4th loan.
A subsequent notice at the time of paying
in the prison is inconclusive
and not affect his right ^{to} (Perm. 188)
For if one of ^{innocent} persons must ^{substantially} keep; each has a right,
by all legal means, to guard himself ag. it.

A subsequent in consequence may
look, in this way, not only to the first
mortgage but to ^{prior} incumbrances, or title,
which carries the legal estate.

Extra ^{the} standing laws or judgments
statutes, if it be ^{prior} to the first
mortgage. And thus he may obtain a
preference ^{over} to first mortgage.
(Perm. 177. 214. 2. Perm. 377.)

ante, 44. 43.

i.e. the whole
amount, due on
the first incum-
brance)

In these cases, the subsequent incum-
brance holds against the intermediate,
till his debt is paid ^{with} as the money
advanced, or the principal ^{with} the
interest on both.
Perm. 327. 1. Perm. 374

Priority of Incumbrances

On the same, that equitable interests have priority, according to the period of their commencing, a trust of purchase, when one of the parties has more equity, to call for the legal estate, than the others ^{where it is} as little in equity to the legal estate; tho' it is not actually vested in him. F. R. subsequent incumbrances contract for the legal estate (as a prior judgment) actually have a priority, tho' it is not assigned, or paid for. He is protected therefore.
 See 144 2 B. 204. 3 B. 486.

2 Ann. 600. 3 B. 204.

For equity considers a trust, that ought to be done, & will compel the performance of it. The act to sign, has the same effect, in equity, as an actual assignment.

But if the priority incumbrance attach upon part only of the estate, comprised in the later Mortgage, it will protect the latter, as to that part only. F. R. kind of 60 acres, mortgaged A. to B. then the whole to C. and then the whole to D. & purchaser the first. Requies priority, as to the 20 acres only. But C. shall never have that part without paying all that is due on the first and last Mortgage.

(See 2 B. 204. 3 B. 486. 4 B. 162.)

For there can be no apportionment of a debt.

But if the first incumbrance be paid in advance more than the third mortgage, the third mortgage shall hold the whole till the debt is paid.

See 211. 1 Ch. C. 211. 1 Eq. C. a. 323.

The first mortgage is of 60 acres, the third of 20 only. The third, by buying in, the first shall have the whole, ~~at once~~ till the first mortgage is paid up.

23, if a subsequent mortgage purchaser in a prior satisfied judgment, stands term mortgage to which can be made use of at law, he gains priority as above. (See 214. 1 term. 187.)

(incumbrances
of legal title);

See 318. 2 term. 39. 187. See 192. Equity as a satisfied mortgage is meant and paid off, better for future (1 R. 55 arg^d) as to equity in which there is no other than equitable period]

See first term, 171

For he has equal eq^y & legal est^e - the 1st is but nominal in that eq^y.

The last rule holds though no confirmation were paid for the prior incumbrance - See 214. 1 Ch. C. 35. 1 Eq. C. a. 323. 2 term. 341.

Being possession of the prior deed of is sufficient.

not 20.

If subsequent incumbrancer has
not equal priority, ^{priority intermediate} Ex. pr. of creditor by
payment, or statute, can not be then
having a prior (intermediate) right, = prior
to the intermediate mortgagee. For he is
in no sense, a purchaser, ^{having} but his name
on the deed - = not, but his name
on receipt of the money, = not.

And so, has not priority, ^{over} 2244.
2, 11. 491. 21. 502, 11. 494. 30. 1. 11. 495. 32. 1. 11. 496.
- 11. 497. 11. 498. - A genl. lien of lower order
or a specific one.

+ It is not sufficient
however, if it is
perfected, at the
time of the sale
to be so I should
think.

A prior mortgage, for example, with
pledge for priority, unless it is perfected, +
perfected before the time of the sale.
For before that time, the estate is in the
at common law: ^{and} ^{the mortgagee} ^{is not} ^{bound} ^{to} ^{register} ^{it} ⁱⁿ ^{the} ^{land} ^{register} ^{office} ^{until} ^{it} ^{is} ^{perfected} ^{by} ^{the} ^{statute} ^{of} ¹⁸³³ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁵² ^{or} ^{the} ^{statute} ^{of} ¹⁸⁶¹ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁶⁸ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁷¹ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁷⁴ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁷⁷ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁸⁰ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁸³ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁸⁶ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁸⁹ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁹² ^{or} ^{the} ^{statute} ^{of} ¹⁸⁹⁵ ^{or} ^{the} ^{statute} ^{of} ¹⁸⁹⁸ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁰¹ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁰⁴ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁰⁷ ^{or} ^{the} ^{statute} ^{of} ¹⁹¹⁰ ^{or} ^{the} ^{statute} ^{of} ¹⁹¹³ ^{or} ^{the} ^{statute} ^{of} ¹⁹¹⁶ ^{or} ^{the} ^{statute} ^{of} ¹⁹¹⁹ ^{or} ^{the} ^{statute} ^{of} ¹⁹²² ^{or} ^{the} ^{statute} ^{of} ¹⁹²⁵ ^{or} ^{the} ^{statute} ^{of} ¹⁹²⁸ ^{or} ^{the} ^{statute} ^{of} ¹⁹³¹ ^{or} ^{the} ^{statute} ^{of} ¹⁹³⁴ ^{or} ^{the} ^{statute} ^{of} ¹⁹³⁷ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁴⁰ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁴³ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁴⁶ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁴⁹ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁵² ^{or} ^{the} ^{statute} ^{of} ¹⁹⁵⁵ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁵⁸ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁶¹ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁶⁴ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁶⁷ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁷⁰ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁷³ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁷⁶ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁷⁹ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁸² ^{or} ^{the} ^{statute} ^{of} ¹⁹⁸⁵ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁸⁸ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁹¹ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁹⁴ ^{or} ^{the} ^{statute} ^{of} ¹⁹⁹⁷ ^{or} ^{the} ^{statute} ^{of} ²⁰⁰⁰ ^{or} ^{the} ^{statute} ^{of} ²⁰⁰³ ^{or} ^{the} ^{statute} ^{of} ²⁰⁰⁶ ^{or} ^{the} ^{statute} ^{of} ²⁰⁰⁹ ^{or} ^{the} ^{statute} ^{of} ²⁰¹² ^{or} ^{the} ^{statute} ^{of} ²⁰¹⁵ ^{or} ^{the} ^{statute} ^{of} ²⁰¹⁸ ^{or} ^{the} ^{statute} ^{of} ²⁰²¹ ^{or} ^{the} ^{statute} ^{of} ²⁰²⁴ ^{or} ^{the} ^{statute} ^{of} ²⁰²⁷ ^{or} ^{the} ^{statute} ^{of} ²⁰³⁰ ^{or} ^{the} ^{statute} ^{of} ²⁰³³ ^{or} ^{the} ^{statute} ^{of} ²⁰³⁶ ^{or} ^{the} ^{statute} ^{of} ²⁰³⁹ ^{or} ^{the} ^{statute} ^{of} ²⁰⁴² ^{or} ^{the} ^{statute} ^{of} ²⁰⁴⁵ ^{or} ^{the} ^{statute} ^{of} ²⁰⁴⁸ ^{or} ^{the} ^{statute} ^{of} ²⁰⁵¹ ^{or} ^{the} ^{statute} ^{of} ²⁰⁵⁴ ^{or} ^{the} ^{statute} ^{of} ²⁰⁵⁷ ^{or} ^{the} ^{statute} ^{of} ²⁰⁶⁰ ^{or} ^{the} ^{statute} ^{of} ²⁰⁶³ ^{or} ^{the} ^{statute} ^{of} ²⁰⁶⁶ ^{or} ^{the} ^{statute} ^{of} ²⁰⁶⁹ ^{or} ^{the} ^{statute} ^{of} ²⁰⁷² ^{or} ^{the} ^{statute} ^{of} ²⁰⁷⁵ ^{or} ^{the} ^{statute} ^{of} ²⁰⁷⁸ ^{or} ^{the} ^{statute} ^{of} ²⁰⁸¹ ^{or} ^{the} ^{statute} ^{of} ²⁰⁸⁴ ^{or} ^{the} ^{statute} ^{of} ²⁰⁸⁷ ^{or} ^{the} ^{statute} ^{of} ²⁰⁹⁰ ^{or} ^{the} ^{statute} ^{of} ²⁰⁹³ ^{or} ^{the} ^{statute} ^{of} ²⁰⁹⁶ ^{or} ^{the} ^{statute} ^{of} ²⁰⁹⁹ ^{or} ^{the} ^{statute} ^{of} ²¹⁰² ^{or} ^{the} ^{statute} ^{of} ²¹⁰⁵ ^{or} ^{the} ^{statute} ^{of} ²¹⁰⁸ ^{or} ^{the} ^{statute} ^{of} ²¹¹¹ ^{or} ^{the} ^{statute} ^{of} ²¹¹⁴ ^{or} ^{the} ^{statute} ^{of} ²¹¹⁷ ^{or} ^{the} ^{statute} ^{of} ²¹²⁰ ^{or} ^{the} ^{statute} ^{of} ²¹²³ ^{or} ^{the} ^{statute} ^{of} ²¹²⁶ ^{or} ^{the} ^{statute} ^{of} ²¹²⁹ ^{or} ^{the} ^{statute} ^{of} ²¹³² ^{or} ^{the} ^{statute} ^{of} ²¹³⁵ ^{or} ^{the} ^{statute} ^{of} ²¹³⁸ ^{or} ^{the} ^{statute} ^{of} ²¹⁴¹ ^{or} ^{the} ^{statute} ^{of} ²¹⁴⁴ ^{or} ^{the} ^{statute} ^{of} ²¹⁴⁷ ^{or} ^{the} ^{statute} ^{of} ²¹⁵⁰ ^{or} ^{the} ^{statute} ^{of} ²¹⁵³ ^{or} ^{the} ^{statute} ^{of} ²¹⁵⁶ ^{or} ^{the} ^{statute} ^{of} ²¹⁵⁹ ^{or} ^{the} ^{statute} ^{of} ²¹⁶² ^{or} ^{the} ^{statute} ^{of} ²¹⁶⁵ ^{or} ^{the} ^{statute} ^{of} ²¹⁶⁸ ^{or} ^{the} ^{statute} ^{of} ²¹⁷¹ ^{or} ^{the} ^{statute} ^{of} ²¹⁷⁴ ^{or} ^{the} ^{statute} ^{of} ²¹⁷⁷ ^{or} ^{the} ^{statute} ^{of} ²¹⁸⁰ ^{or} ^{the} ^{statute} ^{of} ²¹⁸³ ^{or} ^{the} ^{statute} ^{of} ²¹⁸⁶ ^{or} ^{the} ^{statute} ^{of} ²¹⁸⁹ ^{or} ^{the} ^{statute} ^{of} ²¹⁹² ^{or} ^{the} ^{statute} ^{of} ²¹⁹⁵ ^{or} ^{the} ^{statute} ^{of} ²¹⁹⁸ ^{or} ^{the} ^{statute} ^{of} ²²⁰¹ ^{or} ^{the} ^{statute} ^{of} ²²⁰⁴ ^{or} ^{the} ^{statute} ^{of} ²²⁰⁷ ^{or} ^{the} ^{statute} ^{of} ²²¹⁰ ^{or} ^{the} ^{statute} ^{of} ²²¹³ ^{or} ^{the} ^{statute} ^{of} ²²¹⁶ ^{or} ^{the} ^{statute} ^{of} ²²¹⁹ ^{or} ^{the} ^{statute} ^{of} ²²²² ^{or} ^{the} ^{statute} ^{of} ²²²⁵ ^{or} ^{the} ^{statute} ^{of} ²²²⁸ ^{or} ^{the} ^{statute} ^{of} ²²³¹ ^{or} ^{the} ^{statute} ^{of} ²²³⁴ ^{or} ^{the} ^{statute} ^{of} ²²³⁷ ^{or} ^{the} ^{statute} ^{of} ²²⁴⁰ ^{or} ^{the} ^{statute} ^{of} ²²⁴³ ^{or} ^{the} ^{statute} ^{of} ²²⁴⁶ ^{or} ^{the} ^{statute} ^{of} ²²⁴⁹ ^{or} ^{the} ^{statute} ^{of} ²²⁵² ^{or} ^{the} ^{statute} ^{of} ²²⁵⁵ ^{or} ^{the} ^{statute} ^{of} ²²⁵⁸ ^{or} ^{the} ^{statute} ^{of} ²²⁶¹ ^{or} ^{the} ^{statute} ^{of} ²²⁶⁴ ^{or} ^{the} ^{statute} ^{of} ²²⁶⁷ ^{or} ^{the} ^{statute} ^{of} 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^{statute} ^{of} ²⁵²⁸ ^{or} ^{the} ^{statute} ^{of} ²⁵³¹ ^{or} ^{the} ^{statute} ^{of} ²⁵³⁴ ^{or} ^{the} ^{statute} ^{of} ²⁵³⁷ ^{or} ^{the} ^{statute} ^{of} ²⁵⁴⁰ ^{or} ^{the} ^{statute} ^{of} ²⁵⁴³ ^{or} ^{the} ^{statute} ^{of} ²⁵⁴⁶ ^{or} ^{the} ^{statute} ^{of} ²⁵⁴⁹ ^{or} ^{the} ^{statute} ^{of} ²⁵⁵² ^{or} ^{the} ^{statute} ^{of} ²⁵⁵⁵ ^{or} ^{the} ^{statute} ^{of} ²⁵⁵⁸ ^{or} ^{the} ^{statute} ^{of} ²⁵⁶¹ ^{or} ^{the} ^{statute} ^{of} ²⁵⁶⁴ ^{or} ^{the} ^{statute} ^{of} ²⁵⁶⁷ ^{or} ^{the} ^{statute} ^{of} ²⁵⁷⁰ ^{or} ^{the} ^{statute} ^{of} ²⁵⁷³ ^{or} ^{the} ^{statute} ^{of} ²⁵⁷⁶ ^{or} ^{the} ^{statute} ^{of} ²⁵⁷⁹ ^{or} ^{the} ^{statute} ^{of} ²⁵⁸² ^{or} ^{the} ^{statute} ^{of} ²⁵⁸⁵ ^{or} ^{the} ^{statute} ^{of} ²⁵⁸⁸ ^{or} ^{the} ^{statute} ^{of} ²⁵⁹¹ ^{or} ^{the} ^{statute} ^{of} ²⁵⁹⁴ ^{or} ^{the} ^{statute} ^{of} ²⁵⁹⁷ ^{or} ^{the} ^{statute} ^{of} ²⁶⁰⁰ ^{or} ^{the} ^{statute} ^{of} ²⁶⁰³ ^{or} ^{the} ^{statute} ^{of} ²⁶⁰⁶ ^{or} ^{the} ^{statute} ^{of} ²⁶⁰⁹ ^{or} ^{the} ^{statute} ^{of} 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^{statute} ^{of} ²⁶⁹⁹ ^{or} ^{the} ^{statute} ^{of} ²⁷⁰² ^{or} ^{the} ^{statute} ^{of} ²⁷⁰⁵ ^{or} ^{the} ^{statute} ^{of} ²⁷⁰⁸ ^{or} ^{the} ^{statute} ^{of} ²⁷¹¹ ^{or} ^{the} ^{statute} ^{of} ²⁷¹⁴ ^{or} ^{the} ^{statute} ^{of} ²⁷¹⁷ ^{or} ^{the} ^{statute} ^{of} ²⁷²⁰ ^{or} ^{the} ^{statute} ^{of} ²⁷²³ ^{or} ^{the} ^{statute} ^{of} ²⁷²⁶ ^{or} ^{the} ^{statute} ^{of} ²⁷²⁹ ^{or} ^{the} ^{statute} ^{of} ²⁷³² ^{or} ^{the} ^{statute} ^{of} ²⁷³⁵ ^{or} ^{the} ^{statute} ^{of} ²⁷³⁸ ^{or} ^{the} ^{statute} ^{of} ²⁷⁴¹ ^{or} ^{the} ^{statute} ^{of} ²⁷⁴⁴ ^{or} ^{the} ^{statute} ^{of} ²⁷⁴⁷ ^{or} ^{the} ^{statute} ^{of} ²⁷⁵⁰ ^{or} ^{the} ^{statute} ^{of} ²⁷⁵³ ^{or} ^{the} ^{statute} ^{of} ²⁷⁵⁶ ^{or} ^{the} ^{statute} ^{of} ²⁷⁵⁹

Priority of incumbrances to
 B. ^{then} to C. - B. without notice of
 C's mortgage, loaned more money
 upon the same security, leading
him to his mortgage - B. shall have
 or the last loan & priority in
 law. 204 1st & 117. 4th & 11.
 2nd & 117. 2nd & 117. 4th & 11.
 For he has equal eqy. to hold for 4. Last loan,
 4y. legal est.

ante, 57.

Do if there be ^{successive} two mortgages, and the
 first makes a subsequent loan, taking
 a separate security, he may lose
his to his mortgage (Paw 331. 2nd & 117.
 2nd & 117. 2nd & 117. 2nd & 117.)

But if the 1st mortgage in the last
 case, has notice of the ^{subsequent}
 mortgage at the time of loaning 4y. last
 loan; he cannot tack against subsequent
lender (Paw 331. 2nd & 117. 2nd & 117. 2nd & 117.)
Equity not equal.

ante, 58. 57.
 post, 54.

Same rule, where a ^{subsequent} mortgage
 is made before the 1st mortgage is made
 but not incumbered - Paw 331.
 2nd & 117. 2nd & 117. 2nd & 117. 2nd & 117.
 He cannot tack if he has notice of
supra at time of lending.

Priority of Recumbence

If the first mortgagee does not take
notice, or does the land a de-
scribing for first mortgage; such ^{future} loans
 will have relation to and be taken as
 part of the original contract. Ergo,
 will be preferred to an intervening

* In a state?
Recumbence
will hold, but, up-
on claimant's
testimony, it is
less upon it than
recumbence.

Mortgage, if first mortgage, at the time
 of conveying the subject land, has
no notice. So, though first mortgage-
 ee has notice of it, when he makes
 another loan, ^{at time of conveyance} if second mortgagee
 had notice of the ^{provisional} claim in first
law 289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811

• So, if special facts are charged by a
complaint to notice, they must be de-
termined - 1. Pow. 254 - 2. Pow. 255.

via. Evidence, 11. If notice is served, in the answer and
pleaded by one witness only, the bill will be
discharged - not sufficient evidence of notice
acts against acts - Pow. 254 - 1. Hobb. 30.
Pr. 254.

• Second, if there are many circumstances
corroborating the evidence of the witness
Pow. 255 - 2. Hobb. 19. 141.

In this last case if the evidence and cir-
cumstances are not satisfactory, a witness
is directed to a jury of law. Verdict
where there are no such circumstances -
Pow. 255. 1. Pr. 254.

of Mortgages

According to the preceding rules
the right of lacking incumbrances,
^{gently} appears and the want of notice, in
him, who seems to possess his estate by
the legal title. Therefore to consider
what a community to notice—

Of Notice

It is of two kinds; 1. Actual
2. Presumptive (See 456 & 7)

1. One is said to have actual notice
when he is party to a deed which
shows the fact ^{the question} or has notice requiring
it upon him (See 458)

But a deed which is not considered as
giving notice to the party to it being
about to be given as a mortgage;
a deed given to the creditor and him
who has a mortgage of the same land
is not notice (See 456)

If a deed, creating a prior charge upon an estate, is deposited, among other papers, to an intended purchaser, he is presumed to have notice of the prior charge. — 1st mortgage is made by instrument — mortgagee's duplicate is de-
posited to subsequent mortgagee where
he was no owner. (Pow 266 to
 2 Men 384. 2 No 486. Cow 27.)

If a deed, in one case, stating, or necessarily implying, that there is an incumbrance on the land, created by another case, is deposited notice of the incumbrance, to the person, who is had possession of the former. (Pow 266.
 2 Attol. 54. 1 No 387.)

And whatever facts are sufficient to put the party, charged with notice, upon inquiry, are deemed notice in equity. — Infants, entitled to an estate, leave a person, in possession, when they

cause of age, and received rent 10 years
 afterwards - ^{if this was} notice of a lease
 by guardian and that they had received it.
 (Cov. 270. 282. 283. 284. 285.)

But it would seem that notice to
 prior mortgagee would be sufficient
 for an incumbrance, to a subsequent
 one.

acting in relation
 by estate in fee,

Notice to an attorney, agent in common
 is notice to himself. (Cov. 282. agent who
 about to lend money, of 25, m. mortgage,
 has notice of a prior incumbrance.
 (Cov. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.)

This rule holds ^{also} where one person is agent
 for both parties; as is frequently the case
 in marriage settlements. (Cov. 282.
 283.)

And one makes a person his agent ab initio
 by agreeing to a contract, ^{involuntarily} as he in his
 name by the latter without authority.
 (Cov. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.)

Notice of non suit of Bank, & of Mortgage, will not be presumed against
 (ending to the mortgage afterwards)
 subsequent Mortgage, & prevent him
 from taking the legal estate.
 Rev. 283-5. 1st Nov. 1844

+ Bill does not
 appear on the title
 Rev. 283-5. 1st Nov.
 1844

A judgment, the matter of record, is not deemed
 notice to the parties. - Hence
 2 subsequent Mortgages may take
 effect, & standing on intermediate
 judgments. But though a judgment is a
 matter of record, third parties are not
 presumed to be cognizant of it. - To
 prevent taking, notice must be given,
 as in other cases. (Rev. 283-5. 1st Nov. 1844)

Whether in connection a subsequent
 Mortgage can take, the matter being
 only registered.
 (St. 1844-5. 1st Nov. 1844) In other words, whether
 our town records of conveyances, and
 Mortgages, are not constructive notice.
 It seems to be a principle. (St. 1844-5.)

[But suppose that mortgage taken, without ac-
 tual notice of 4th record, & before 4th record is registered,
 tho' there has been no unreasonable delay in record
 being procured, it is recorded: will not 4th doctrine of
 taking be applied here, in 4th ca?]

Section 2, 1894 that the registry of intermediate mortgages in the register is not constructive notice.
(Paw 385-6. 149 E. 2. 615-12. 212 617.)
E. a first mortgage, after a second mortgage registered, a new owner. He may back. But could a subsequent mortgage back over an intermediate mortgage?
Paw 287-290-2
According to Powell, opinion for many. See Lums to both cases.

But a subsequent mortgage, having ^{actual} notice of a prior mortgage, ~~not~~ registered, will ~~not~~ ^{not} + in equity, gain priority by registering. For he has all the notice which the statute intends. -
(Paw 287. Comp. 712. 1 Paw 385. 3 Att 546. 2 Att 664. 2 Att 297.) - Has, ergo, no eq. as ag. prior m.c.

But a subsequent mortgage registered, is preferred to a prior one, not registered, if subsequent mortgage has not notice. -
(Paw 386. 287. 1 Paw 385. 3 Att 546. 2 Att 664. 2 Att 297.) Here, no second m.c. has equal eq. not yet first.

(77) 74.
1890

To whom Mortgage's interest in,
a forfeited Mortgage belongs,
on his death -

Formerly great doubt, whether the money
due should be paid to the heir or executor,
(Pov 297.) the Mortgage being forfeited -

Now this distinction was taken: If a bond
was given, and if the condition of redemption
was payment to Mortgage or his execu-
tor, without naming him; the debt was
decreed to the Executor - Here, it on a
Mortgage in fee, there was, no bond or con-
dition; or, if the condition of redemption was
payment to the "heir or executor," or "heir and
assigns" - Here, the money was decreed to the
Heir - (Pov. 297. & 1 B. & C. 326. & 1 Ch. 88.
1 Nov. 4.

But since Courts of Chancery have consid-
ered the contract as personal, it is a rule,
in all cases, that the money belongs to the
executor, the interest being personal; un-
less Mortgage has manifested, a contrary
intention. If he has directed, or if he has
a release of the equity of redemption;
and taken actual possession. By these
acts, he shows an intention to consider
& hold his

79.

For how the only interest of belonging.
And if, on a forfeited mortgage, the money
has been paid to the heir, he is compell-
able in his own right to pay it over to the creditor.
Law 322. D. Inst. 348.

But though Mortgage should not be before
forfeiture, in which case creditor may or may
pay the money to either at the day, yet
it will belong, in equity, to the creditor.
Law 322. D. Inst. 348.

1. If there are several creditors and one of
them has received the money, and his
discharge will be good (Law 312. R. C. 347)

The bequest of a specific legacy to mortgagee
to the creditor, does not bar his right
to the money. (P. 102). Law 312-3
D. Inst. 348. 1 Nov. 4. R.

Of the interest of Montague's
Wife

post, 35.

and then one ship. Some interest pre-
 sents. (Prov. 304-8. 2. 1m. 358. 1. Ed. 258.
 3. 1. 11. 68. 3. 1m. 733. 1. 1m. 464. 2. 1m. 55-
 1. 1m. 15) For they are not consist as pendants of
 it, but as conditions, taking security together,
 for their involvement.

(Of the interest of Montague's
Wife: (the husband's wife)
(7)

4, the wife, by joining with her hus-
band in a fine, ^{of his land} may lose her share:
 or in the same and her involvement
her share with a Mortgage. (Prov. 34.

1. Prov. 34.
 The Wife has right of share in pen-
alty in that of a Mortgage, under a
Mortgage, made by the Husband alone,
without coverture, and thus by
Prov. 32. 318.

2. 1m. 55.

anti, 34.

2. jointly of land not rigid may be
acquired - and she shall hold on till the
or her representatives shall be repaid
the whole with interest. For she has
right to hold the land disencumbered.

of the interest of the Mortgagor's Wife!

i.e. where she has not joined in encumbering
it - vide infra -

2. See 228. 1. Nov. 313. Pro. 31-313. 314. 16 C. 271.

This rule applies to cases, in which the join-
ture is after the Mortgage (Nov. 315. 316.)

For if the jointure is before, it is as if
the Mortgage. 1. Nov. 171.

The same rule holds, as to a settlement
resting in articles, ~~as~~ not expected. -

E. after the articles, made, before Marriage,

husband, mortgage the land to one, who
has no notice. (The second may redeem
it infra. (Nov. 314. 2. See 228. 2. Nov. 313.)

If the articles are after marriage, see infra.

But if a jointure, after marriage, is
a fine, and mortgage the land, she shall
have her proportion in redeeming it (i.e. one
third of the principal).

- And though she does not redeem, she
must keep and the interest during her
estate i.e. I suppose if she is in possession.

Nov. 314. 345. 1. Nov. 171. 1. 31. 2. 316. 7.

Gill. 2a. 106.

note, 31.
post, 57.

of the interest of the Mortgagor's Wife.

ante, 50. 51. 52.

If first mortgage lender, more money
on his old security, without notice of
an intervening jointure, he shall
hold good against the jointure.
The legal estate being in him, and
he having equal equity (Pow. 315.
1 Ch. C. 119.

ante, 50.

A jointure settled in mortgaged lands
after marriage, if express voluntary,
is void against ^{subsequent} ~~(second)~~ mortgage, tho'
he had notice. (Pow. 315-316.

- Eccl. Ch. C. 66. Coult. 283 M. & C. 50.

- 2 Bro. Ch. 148. 2 S. R. 332. 3 Ch. C. 432-3.

A hard rule, & lately disapproved of, tho' not
~~denied~~. The jointure, however, may
redeem, & thus, ante, 12)

If husband, before marriage, gives the
wife a bond, conditioned to leave her
a certain sum, if she survives him;
she surviving, may redeem, as a redeem-
tor (Pow. 340. Ex. Ch. 304. 2 Pow. 480.)

ante, 42.

That is, she may redeem upon these
circumstances, which entitle ^{otherwise} creditor,
to redeem.

Of the interest of the Mortgagee (Wife)

Rule established in Connecticut, that
the wife may receive, as decedent. - (Ante, 32
to, in N. York (Ante, 32.

~~But~~ ^{such as in Cont.} in England, a wife is entitled
to receive the proceeds, appertaining on the
determination of a mortgage for life or
years. (And if the mortgage is satisfied,
equity will pay it out of her way).

+ to raise portions,
if they are paid.
to discharge before marriage mortgage,
for 300 years. (Law 31, 32. S. 11, 13.
L. Rev 403.

Mortgage by Husband and Wife &c

In Husband's Charge

But acts of the wife (after ^{determination} coverture) amounting, in law, to a new grant or re-execution, will give validity to Mortgage made by both, or by herself only, during coverture, though the Mortgage were by deed only. E Directing the grant, in possession to attend to Mortgage (the deed being in his hands); ret-
tling with him, the balance of rent; stating him Mortgage; and acquiescing in his possession several years; those acts, taken together, are equivalent to a re-delivery of the deed. (Paw. 21. Oms. 53. Comb. 291. Park. 5. B. 4. 2. S. M. 104. 2. W. 596.)

ante, 45.

If the wife joins in a deed, to secure a Mortgage on her estate, which Mortgage becomes defective; the estate will be sold not only for the original debt, but if a part of it is paid, and a further sum borrowed, for that also. (Paw. 21. 2. W. 41. 2. B. 1008.)

The Mortgagee has the legal title and as much equity to have his money as the wife or her husband has to have the land.

Mortgages by husband and wife + 3 87.

ante, 87

For his benefit,

If wife's land is mortgaged to secure husband's debt, his personal estate shall be liable in discharge of it, though wife consent ^{jointly in} agreed; and to the exclusion of legal heirs.

(Law 343. S. M. 364. S. Rem. 64. 682):

Hence, being plainly higher y^e theirs.

ante, 83.

Though the wife incumbers her jointure by a fine, to secure his debts, yet she is not, in this ^{act} absolute part with her husband; the incumbrance is paid off ^{there results} a trust for her in Chancery to have her jointure. (Law 346. S. Ch. C. 61. S. Rem. 513.

+ of his estate;

If the wife joins in incumbering her own estate to disincumber the husband's and he dies; she is considered in Chancery, not her heir, as standing in the place of Mortgagee, and is entitled to satisfaction out of his ests. (Law 346. S. M. 384.

ante, 87.

If husband mortgages marriage and the marriage the husband makes a settle- ment upon her in consideration of her for- ture; this is considered as a purchase of the

Mortgages by Andrew and wife of
the Mortgages; and the wife in a letter;
and if he dies, the living, Maxwell, goes to
his executors. Law. 3. 8. 2. Nov. 58
Pg. 2. 58.

This rule does not hold in case
of a voluntary settlement after mar-
riage. ^{It is then} not considered as a purchase.
S. 2 H. 108.

1-30, a settlement, after marriage in con-
sideration of an accision to wife's lan-
guage, said in purchase of the accision.
There is no contract on the wife's part.
ie. she cannot bind her future.
Pov. 329. 350. L. 2. 11. 1. 2. 11. 2. 11.

pro of the settlement, though made
before marriage, is deemed to be in con-
sideration of part of the wife's portion,
it is not a purchase of the rest.
Law. 352. Co. St. 63. Page 2. 70

1 To an ^{ancient} agreement to settle a jointure,
in consideration of wife's portion is a pur-
chase of wife's portion et supra hence the

Mortgage by the husband and wife ⁹¹
~~is~~ ^{is} before it is made; ~~is~~ ^{is} in no de-
fault. - either but 2 (Pow. 354. Pr. Ch. 313.
Cult. P. 270. 1. 2. 4. 2. 4. 1.

Settlement by husband is not a purchase,
in fact, if it fails, short of the value re-
quired on; and she will hold the mortgage,
or other property, after his death, and can
pay his creditors. (Pow. 352. 2. Nov. 68.
2. Nov. 103. 1. 2. 4. 2. 4. 1.

But husband is entitled to wife's mortgage,
as chose in action, if he reduces them into
possession during a mortgage, (though he
makes no settlement &c. If he collects the
debt. (Pow. 353. Pr. Ch. 313. 2. Nov. 51.
1. 2. 4. 2. 4. 1. 2. 4. 1.

But an alienation or assignment of the
mortgage by husband is not reducing it into
possession within the rule, unless it is for
valuable consideration. If voluntary, the
assignee has no higher claim than the
husband himself would have, if it were
not assigned. (Pow. 353. 2. 360. 2. Nov. 40.
Pr. Ch. 115. 2. Nov. 140.

Mortgages by Husband and Wife

If husband's creditors get possession of the wife's mortgage, so that she is obliged to apply to equity for relief, that Court will not interfere to take their advantage from them. (Eq. 357 & 1 P.M. 455. 3 H. 197.)

The interest is apportioned to husband's apportionment, (he being a tenant in part) and all the writings being delivered to them. — Equity

(Eq. 361 & 3.) — For the equity is equal; & they hold it out of the legal title. — Their ~~own~~ equity results from the right during marriage to make his ^{choice in action} estate, real, his own.

But if she has possession, and the creditors were obliged to apply to equity; the Court, it seems, would not interfere in their favour; — equal equity. — (Eq. 358 & 1 P.M. 382. 479 2 H. 210.)

— But if they would make a reasonable provision for her. Since the Court would interfere in favour of the husband himself in his execution. (Eq. 357, 360 & 361.)





